

DTFANM-12-Q-00202
King Salmon – Transport Only

REQUEST FOR QUOTATION <i>(THIS IS NOT AN ORDER)</i>		SET ASIDE <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT		TYPE: SB		PAGE 1		OF PAGES 31 <small>(including exhibits)</small>	
1. REQUEST NO. DTFANM-12-Q-00202		2. DATE ISSUED 9/24/12		3 REQUISITION/PURCHASE REQUEST NO. AL-13-00031		4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG.1		RATING	
5a. ISSUED BY FAA- WESTERN LOGISTICS SERVICE						6. DELIVER BY (Date) Per Order			
5B. FOR INFORMATION CALL (NO COLLECT CALLS)						7. DELIVERY OTHER <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> (SEE SCHEDULE)			
NAME Linda Lee			TELEPHONE NUMBER AREA CODE 425 NUMBER 227-2861			9. DESTINATION a. NAME OF CONSIGNEE FAA			
8. TO BE COMPLETED BY QUOTER:						b. STREET ADDRESS King Salmon, AK			
a. NAME			b. COMPANY			c. CITY			
c. STREET ADDRESS						d. STATE AK			
d. CITY			e. STATE		f. ZIP CODE		e. ZIP CODE		
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS (Date) 10/05/12 By 4:00 P.M. PT			IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.						
11. SCHEDULE (Include applicable Federal, State and local taxes)									
ITEM NO. (a)	SUPPLIES/SERVICES (b)				QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	
	Transportation of Government owned fuel to various FAA facilities in King Salmon, AK								
12. DISCOUNT FOR PROMPT PAYMENT OFFERED			a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS NUMBER PERCENTAGE			
NOTE: Additional provisions and representations <input checked="" type="checkbox"/> are <input type="checkbox"/> are not attached.									
13. NAME AND ADDRESS OF QUOTER					14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION		
a. NAME OF QUOTER									
b. STREET ADDRESS					16. SIGNER				
c. COUNTY					a. NAME (Type or print)			b. TELEPHONE	
d. CITY					e. STATE			f. ZIP CODE	
					c. TITLE (Type or print)			NUMBER	

REQUEST FOR QUOTE

The Federal Aviation Administration is accepting quotes to transport an estimated annual requirement of 37,090 gallons Government owned fuel oil to be delivered to FAA facilities at King Salmon, Alaska. Deliveries are on “call as needed” basis, via tank truck with hose.

Deliveries will be made as follows:

1. Estimated 5,260 gallons fuel oil to one (1) 1000gal Top Load UST at King Salmon Air Traffic Control Tower and Bldg#24.
2. Estimated 9,000 gallons fuel oil to five (5), 500 gal Top Load UST at King Salmon FAA facilities.
3. Estimated 16,850 gallons fuel oil to two (2) 1000 gal and seven (7) 500 gal Top Load UST at King Salmon housing, Water Treatment Plant and Utility Bldg, located on West Housing Road.
4. Estimated 5,980 gallons fuel oil to four (4) 500 gal Top Load UST at the Transient Quarters on West Housing Road

Requirements are effective from date of award to 9/30/2013. No deliveries are authorized after this date. FAA is not required to compensate for any deliveries made outside the contract period of performance.

Quantity is estimated only and not a guarantee of a purchase amount. Final amounts must be verified with the FAA Point of Contact (POC) before attempting delivery.

Fuel requirement is effective from 10/01/2012 through 9/30/2013, after which date the contract has expired and delivery must be withheld. FAA is not required to compensate for deliveries made outside the contract period of performance.

The Contractor is responsible for compliance with all applicable environmental laws and regulations in effect at the time of delivery. Contractor is also responsible for any costs associated with spills that may occur during transport and filling of the FAA’s tanks.

Contractor must provide all equipment and labor to provide the services requested.

Price Changes: The Government understands that fuel product prices fluctuate throughout the year. Pricing will be in accordance with the quoted cost or Contractor’s current market price, whichever is less at the time of delivery. If the price per gallon/product exceeds the amount quoted, Contractor shall notify the Contracting Officer prior to delivery. Disregard of prior notification of the price change assures Contractor’s acceptance of the quoted price as correct.

Security: Contractor shall be escorted by FAA personnel at all times. Deliveries must be coordinated with the FAA Point of Contact Randy Swartz (907) 246-6211

The successful Contractor can obtain additional information on security approval processes by contacting the Personnel Security Specialist, Marilyn Rowell, at (907) 271-5483.

Invoicing: Invoices and delivery tickets must include: the type of fuel delivered, quantity of fuel delivered, building number/location of delivery, and FAA contract number. Contractors will not be paid based on submittal of delivery ticket alone, nor will incomplete delivery tickets be accepted.

Send original invoice/delivery ticket to: Federal Aviation Administration AMZ-110, Accounts Payable P.O. Box 25710 Oklahoma City, OK 73125	Send a copy of the invoice/delivery ticket to: Federal Aviation Administration Attn: Sherry McCown 301 East 56 th Avenue Anchorage, AK 99518 Fax: (907) 271-2222
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QUOTE:

Quoted price shall include the price of transportation, and any other delivery charges for fuel oil to be delivered to FAA facilities at King Salmon, Alaska.

1. To transport and deliver an estimated 37,090 gallons Government-owned fuel oil to be delivered to FAA facilities at King Salmon, Alaska, from the date of contract award to 9-30-2013. Deliveries are on “call as needed” basis.

\$_____ per gallon \$_____ Total

Quotation Submitted By:_____

Title/Position:_____

Company:_____

Tax ID Number:_____ Date:_____

Telephone number:_____ Fax number:_____

Electronic Quotes:

Electronic quote may be submitted via email to: Linda.A-CTR.Lee @FAA.gov, or faxed to 425-227-1156.

Mailed Quotes:

Offerors wishing to submit a quote through the U.S. Postal Service, Certified and Registered mail, Special Delivery, or U.S. Postal Express Mail shall be addressed to:

DOT, FEDERAL AVIATION ADMINISTRATION
ACQUISITION MANAGEMENT BRANCH – AAQ 530
ATTN: LINDA LEE
1601 LIND AVE SW
RENTON, WA 98057

HAND CARRIED QUOTES:

HAND-CARRIED QUOTE, HAND DELIVERED by other types of express mail services (Commercial Carrier, e.g. Federal Express, United Parcel Service, Airborne Express, etc.) SHALL BE HAND DELIVERED to:

DOT, FEDERAL AVIATION ADMINISTRATION
CUSTOMER SERVICE CENTER (FIRST FLOOR)
ACQUISITION MANAGEMENT BRANCH – AAQ 530
ATTN: LINDA LEE
1601 LIND AVE SW
RENTON, WA 98057

CONTRACT CLAUSES

3.1-1 Clauses and Provisions Incorporated by Reference (July 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov>.

3.1.7-2 Organizational Conflicts of Interest (August 1997)

3.1.7-5 Disclosure of Conflicts of Interest (March 2009)

3.2.2.3-25 Reducing the Price of a Contract or Modification for Defective Cost or Pricing Data (October 2011)

3.2.2.3-27 Subcontractor Cost or Pricing Data (July 2004)

3.2.2.7-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (April 2011)

3.2.2.7-8 Disclosure of Team Arrangements (April 2008)

3.2.2.8-1 Material Requirement (April 2009)

3.2.2.8-3 Delivery of Excess Quantities (April 1996)

3.2.5-1 Officials Not to Benefit (April 1996)

3.2.5-3 Gratuities or Gifts (January 1999)

3.2.5-4 Contingent Fees (October 1996)

3.2.5-5 Anti-Kickback Procedures (October 2010)

3.2.5-8 Whistleblower Protection for Contractor Employees (April 1996)

3.3.1-1 Payments (April 1996)

3.3.1-6 Discounts for Prompt Payment (May 1997)

3.3.1-7 Limitation on Withholding of Payments (May 1997)

3.3.1-8 Extras (May 1997)

3.3.1-9 Interest (September 2009)

3.3.1-10 Availability of Funds (May 1997)

3.3.1-15 Assignment of Claims (April 1996)

3.3.1-34 Payment by Electronic Funds Transfer – System for Award Management (August 2012)

3.3.2-1 FAA Cost Principles (October 1996)

3.4.1-10 Insurance – Work on a Government Installation (July 1996)

3.4.2-6 Taxes--Contracts Performed in U.S. Possessions or Puerto Rico (October 1996)

3.4.2-8 Federal, State, and Local Taxes--Fixed Price Contract (April 1996)

3.6.2-9 Equal Opportunity (August 1998)

3.6.2-13 Affirmative Action for Workers with Disabilities (October 2010)

3.6.2-16 Notice to the Government of Labor Disputes (April 1996)

3.6.2.-28 Service Contract Act of 1965, as Amended (October 2010)

3.6.2-35 Prevention of Sexual Harassment (August 1998)

3.6.2-39 Trafficking in Persons (January 2008)

3.6.3-16 Drug Free Workplace (March 2009)

3.6.3-17 Efficiency in Energy-Using Products (April 2008)

3.6.4-2 Buy American Act--Supplies (July 2010)

3.6.4-10 Restrictions on Certain Foreign Purchases (January 2010)

3.8.2-9 Site Visit (April 1996)

3.8.2-10 Protection of Government Buildings, Equipment, and Vegetation (April 1996)

3.9.1-1 Contract Disputes (October 2011)

3.9.1-2 Protest After Award (August 1997)

3.10.1-7 Bankruptcy (April 1996)

3.10.1-9 Stop-Work Order (October 1996)

3.10.1-12 Changes--Fixed-Price (April 1996)

3.10.1-22	Contracting Officer's Representative (April 2012)
3.10.1-24	Notice of Delay (March 2009)
3.10.1-25	Novation and Change-of-Name Agreements (October 2007)
3.10.2-1	Subcontracts (Fixed-Price Contracts) (April 1996)
3.10.3-1	Definitions (April 2012)
3.10.3-4	Liability for the Facilities (April 2004)
3.10.4-2	Inspection of Supplies--Fixed-Price (November 1997)
3.10.4-16	Responsibility for Supplies (April 1996)
3.10.6-1	Termination for Convenience of the Government (Fixed Price) (October 1996)
3.10.6-4	Default (Fixed-Price Supply and Service) (October 1996)
3.11-14	Contractor Responsibility for Receipt of Shipment (April 1999)
3.11-17	Charges (April 1999)
3.11-21	Contractor Liability for Personal Injury and/or Property Damage (April 1999)
3.11-27	Contract Not Affected by Oral Agreement (April 1999)
3.11-34	F.O.B. Destination (April 1999)
3.13-5	Seat Belt Use by Contractor Employees (October 2001)
3.14-3	Foreign Nationals as Contractor Employees (April 2008)
3.2.4-2	Fixed-Priced Contracts with Economic Price Adjustment-Standard Supplies (April 1996)

(a) The Contractor warrants that the unit price stated in the "Schedule" for _____ [insert "Schedule" line item number(s)] is not in excess of the Contractor's applicable established price in effect on the contract date for like quantities of the same item. The term unit price excludes any part of the price directly resulting from requirements for preservation, packaging, or packing beyond standard commercial practice. The term established price means a price that

(1) is an established catalog or market price for a commercial item sold in substantial quantities to the general public, and

(2) is the net price after applying any standard trade discounts offered by the Contractor.

(b) The Contractor shall promptly notify the Contracting Officer of the amount and effective date of each decrease in any applicable established price. Each corresponding contract unit price shall be decreased by the same percentage that the established price is decreased. The decrease shall apply to those items delivered on and after the effective date of the decrease in the Contractor's established price, and this contract shall be modified accordingly. The Contractor shall certify

(1) on each invoice that each unit price stated in it reflects all decreases required by this clause or

(2) on the final invoice that all required price decreases have been applied as required by this clause.

(c) If the Contractor's applicable established price is increased after the contract date, the corresponding contract unit price shall be increased, upon the Contractor's written request to the Contracting Officer, by the same percentage that the established price is increased, and the contract shall be modified accordingly, subject to the following limitations:

(1) The aggregate of the increases in any contract unit price under this clause shall not exceed 10 percent of the original contract unit price.

(2) The increased contract unit price shall be effective:

(i) on the effective date of the increase in the applicable established price if the Contracting Officer receives the Contractor's written request within 10 days thereafter or

(ii) if the written request is received later, on the date the Contracting Officer receives the request.

(3) The increased contract unit price shall not apply to quantities scheduled under the contract for delivery before the effective date of the increased contract unit price, unless failure to deliver before that date results from causes beyond the control and without the fault or negligence of the Contractor.

(4) No modification increasing a contract unit price shall be executed under this paragraph (c) until the Contracting Officer verifies the increase in the applicable established price.

(5) Within 30 days after receipt of the Contractor's written request, the Contracting Officer may cancel, without liability to either party, any undelivered portion of the contract items affected by the requested increase.

(d) During the time allowed for the cancellation provided for in subparagraph (c)(5) above, and thereafter if there is no cancellation, the Contractor shall continue deliveries according to the contract delivery schedule, and the Government shall pay for such deliveries at the contract unit price, increased to the extent provided by paragraph (c) above.

3.2.2.3-37 Notification of Ownership Changes (July 2004)

(a) The Contractor (you) must notify FAA in writing within 30 days when you become aware that a change in ownership has occurred or will occur and that the change could affect the value of your capitalized assets in the accounting records, asset valuations, or cause any other cost changes.

(b) You must:

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the Contracting Officer (CO) access to the records on request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of your ownership changes; and

(4) Retain and maintain depreciation and amortization schedules based on the asset records maintained before each ownership change.

(c) You must include the substance of this clause in all subcontracts under this contract with a value exceeding \$1,000,000 and that require cost and price data.

3.3.1-33 System for Award Management (August 2012)

(a) Definitions. As used in this clause

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the SAM database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the SAM database.

"System for Award Management (SAM) Database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) change the name in the SAM database;

(B) comply with the requirements of AMS regarding novation and change-of-name agreements; and

(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor

indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.sam.gov>. **3.6.2-14 Employment Reports on Veterans** (February 2011)

(a) Unless the contractor is a State or local government agency, the contractor must report at least annually, as required by the Secretary of Labor, on:

- (1) The total number of employees in the contractor's workforce, by job category and hiring location, who are disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans,
- (2) The total number of new employees hired during the period covered by the report, and of the total, the number of disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans; and
- (3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.

(b) The above items must be reported by completing the form titled 'Federal Contractor Veterans' Employment Report VETS-100A.'

(c) Reports shall be submitted no later than September 30 of each year.

(d) The employment activity report required by paragraph (a)(2) of this clause must reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause must be based on data known to the contractor when completing the VETS-100A. The Contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve the employer of liability for a determination under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

3.14-4 Access to FAA Systems and Government-Issued Keys, Personal Identity Verification (PIV) cards, and Vehicle Decals (April 2012)

- (a) It may become necessary for the Government to grant access to FAA systems or issue keys, PIV cards, vehicle decals, and/or access control cards to contractor employees. Prior to or upon completion or termination of the work required hereunder, the contractor must return all such Government-issued items and submit a request to terminate all user accounts on applicable FAA systems to the issuing office with notification to the Contracting Officer's Representative (COR). When contractor employees who have been issued such items are terminated or no longer required to perform the work, the Government-issued items must be returned to the Government and a request submitted for the termination of FAA system

access within three (3) business days after termination of the contract or the employee. Improper use, possession or alteration of FAA issued keys, PIV Cards and/or vehicle decals is subject to penalties under Title 18, USC 499, 506, 701, and 1030.

(b) In the event such keys, PIV Cards, or vehicle decals are lost, stolen, or not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold [CO to enter appropriate amount] for each key, PIV Card, and vehicle decal lost, stolen, or not returned. If the keys, PIV Cards, or vehicle decals are not returned within 30 calendar days from the date the withholding action was initiated, any amount so withheld must be forfeited by the contractor.

(c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and for vehicles, a current ramp permit issued pursuant to Title 49, Part 1542, Code of Federal Regulations.

(d) The Government retains the right to inspect inventory, or audit PIV Cards, keys, vehicle decals, and access control cards issued to the contractor in connection with the contract at the convenience of the Government. Any items not accounted for, to the satisfaction of the Government will be assumed to be lost and the provisions of section (b) apply.

(e) Keys must be obtained from the COR who will require the contractor to sign a receipt for each key obtained. Lost or stolen keys, PIV Cards, vehicle decals, and access control cards must immediately be reported concurrently to the Contracting Officer (CO), COR, and Personnel Security Specialist, Marilyn Rowell, at (907) 271-5483. Electronic keying cards are handled in the same manner as metal keys.

(f) Each contract employee, during all times of on-site performance at the [CO to insert location] must prominently display his/her current and valid PIV card on the front portion of his/her body between the neck and waist. Each PIV card holder must not affix pins, stickers, or other decorations to the PIV.

(1) Prior to any contractor employee obtaining a PIV Card or vehicle decals, the contractor is required to enter data for each employee into the Vendor Applicant Process (VAP) as described in AMS clause 3.14-2, Contractor Personnel Suitability Requirements. From the information entered into the VAP, the SSE will determine whether final suitability can be granted due to the existence of a previous investigation, or will initiate the contractor applicant into the Electronic Questionnaires for Investigations Processing (eQIP) system so that the applicant can complete the investigative forms. Interim suitability cannot be granted until the eQIP form is completed, and fingerprints and signature pages are submitted to the SSE. When an interim is granted by the SSE, the individual may begin work under escort until their OPM fingerprint check has been returned and successfully adjudicated. Once the OPM fingerprint check has been successfully adjudicated, they can then be badged. If the contract employee requires a PIV Card, a fingerprint check must be completed and favorably adjudicated by the SSE prior to approval or issuance of the PIV card.

(2) To obtain the PIV Card, contractor employee must submit an identification Card/Credential Application (DOT 1681) signed by the contractor employee and by the authorized trusted agent (when applicable) and also by the authorized sponsor to the CO or to the COR. The DOT 1681 must contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by Personnel Security Specialist, Marilyn Rowell. Arrangements for processing the identification cards, including photographs and lamination can be made by the contacting Personnel Security Specialist, Marilyn Rowell, at (907) 271-5483

(3) The contractor must contact the SSE to obtain the procedures that the contractor's employees must utilize to obtain their PIV Card.

(g) The contractor is responsible for ensuring final out-processing is accomplished for all departing contractor employees. Final out-processing must be accomplished by close of business the final workday of the contractor employee or the next day under special conditions. The SSE must be notified in writing and ensure that all FAA media, including the PIV card, are returned to the SSE.

LIST OF ATTACHMENTS

The following documents, exhibits and/or attachments are incorporated into this solicitation and any resulting contract:

1. Business Declaration Form
2. Scope of Work
3. Facility/Department Maps
4. Department of Labor Wage Determination No. 2005-2017, Revision 16

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

3.1-1 Clauses and Provisions Incorporated by Reference (July 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select “Search and View Clauses”).

3.2.2.3-10 Type of Business Organization (July 2004)

By checking the applicable box, the offeror (you) represents that—

(d) You operate as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other _____[specify what type of organization].

(b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in

_____.
(country)

3.2.2.3-15 Authorized Negotiators (July 2004)

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:

Name: _____

Title: _____

Phone number: _____

3.2.2.3-70 Taxpayer Identification (July 2004)

(d) Definitions.

(d) “Common parent,” as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror’s (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) “Corporate status,” as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) “Taxpayer Identification Number (TIN),” as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

I Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other—State basis. _____.

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity

☐ Not a corporate entity

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501I(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ A common parent does not own or control the offeror as defined in paragraph (a).

☐ Name and TIN of common parent:

Name _____

TIN _____

3.2.2.7-7 Certification Regarding Responsibility Matters (January 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that

(i) The Offeror and/or any of its Principals-

A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public

(Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision a)(1)

(i)(B) of this provision.

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced

collection action is precluded.

(2) Examples-

- (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- (iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).
- (b) The Offeror has [] has not [] within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.
- (c) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (d) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (f) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

3.2.5-2 Independent Price Determination (October 1996)

3.3.1-35 Certification of Registration in System for Award Management (April 2012)

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: _____

Title: _____

Phone Number: _____

3.6.2-3 Walsh-Healey Public Contracts Act Representation (October 2010)

The offeror represents as a part of this offer that the offeror:

is ☐ or is not ☐ a regular dealer in, or

is ☐ or is not ☐ a manufacturer of, the supplies offered.

3.6.2-5 Certification of Non-Segregated Facilities (March 2009)

(a) ‘Segregated facilities,’ as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the “Equal Opportunity” clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

- (1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the “Equal Opportunity” clause;
- (2) Retain the certifications in the files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the “Equal Opportunity” clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

3.6.2-6 Previous Contracts and Compliance Reports (May 1997)

The offeror represents that—(a) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject either to the “Equal Opportunity” clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; (b) It ☐ has, ☐ has not, filed all required compliance reports; and (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

3.6.2-8 Affirmative Action Compliance (April 1996)

The offeror represents that (a) it ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

3.6.2-38 Certification of Knowledge Regarding Child Labor End Products (July 2007)

(a) Definition.

“Forced or indentured child labor,” as used in this clause, means all work or service:

- (i) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer itself voluntarily; or
- (ii) Performed by any person under the age of 18 pursuant to a contract, the enforcement of which can be accomplished by process or penalties.

(b) Listed End Products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis that the listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product Listed Countries of Origin

(c) Certification. The FAA will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or (c)(2) of this provision.

☐ (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

☐ (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product, and the offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture that end product.

(End of Clause)

3.6.4-15 Buy American Act Certificate (July 1996)

(a) The offeror certifies that each end product, except as listed below, is a domestic end product (as defined in the clause “Buy American Act-Supplies,”) and components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

Excluded End Product Country of Origin

[list as necessary]

(b) The offeror agrees to furnish any additional information as the Contracting Officer may request to verify the above information and to evaluate the offer. Offerors may obtain from the Contracting Officer lists of articles, materials, and supplies excepted from the Buy American Act.

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

3.1-1 **Clauses and Provisions Incorporated by Reference** (July 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select “Search and View Clauses”).

- 3.2.2.3-1 **False Statements in Offers** (July 2004)
- 3.2.2.3-11 **Unnecessarily Elaborate Submittals** (July 2004)
- 3.2.2.3-12 **Amendments to Screening Information Requests** (July 2004)
- 3.2.2.3-13 **Submission of Information/Documentation/Offer** (July 2004)
- 3.2.2.3-14 **Late Submissions, Modifications, and Withdrawals of Submittals** (July 2004)
- 3.2.2.3-16 **Restricting, Disclosing and Using Data** (July 2004)
- 3.2.2.3-17 **Preparing Offers** (July 2004)
- 3.2.2.3-18 **Prospective Offeror’s Requests for Explanations** (March 2009)
- 3.2.2.3-19 **Contract Award** (July 2004)
- 3.2.2.3-20 **Electronic Offers** (July 2004)

- (a) The offeror (you) may submit responses to this SIR by the following electronic means: fax or e-mail. Your offer must arrive at the place and by the time specified in the SIR.
- (b) Electronic offers must refer to this SIR and include, as applicable, the item or sub-items, quantities, unit prices, time and place of delivery, all representations and other information required and a statement specifying the extent of your agreement with all the FAA’s (we) terms, conditions, and provisions.
- (c) We may decline to consider electronic offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.
- (d) We reserve the right to make award solely on the electronic offer. However, if the CO requests, you must promptly submit the complete original (hard copy) signed proposal.
- (e) Send your offer electronically to Linda Lee at Linda.A-CTR.Lee@faa.gov or by fax at (425) 277-1156.
- (f) If you chose to send your offer electronically, we will not be responsible for any failure attributable to transmitting or receiving the offer. You may confirm receipt of offer by calling Linda Lee at (425) 277-2861

3.9.1-3 **Protest** (October 2011)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

- (a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.
- (b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile or if permitted by order of the ODRA, by electronic filing.. A protest is considered to be filed on the date it is received by the ODRA during normal business hours. The ODRA's normal business hours are from 8:30 am to 5:00 pm Eastern Time.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

(1) Office of Dispute Resolution for Acquisition
Federal Aviation Administration
800 Independence Ave., S.W.
Room 323
Washington, DC 20591

Telephone: (202) 267-3290
Facsimile: (202) 267-3720; or

(2) Other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

3.13-1 Approval of Contract (October 2001)

This contract is subject to the written approval of the Contracting Officer and shall not be binding until so approved.

3.13-4 Contractor Identification Number- Data Universal Numbering System (DUNS) Number (August 2012)

(a) Definitions. As used in this clause

"Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services, to identify unique business entities (taken from SAM clause)

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer.

(b) Contractor identification is essential for receiving payment and complying with statutory contract reporting requirements. Therefore, the offeror shall provide its DUNS or DUNS+4 number below. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

DUNS OR DUNS+4 NUMBER: _____

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

EVALUATION FACTORS FOR AWARD

The FAA will award a contract resulting from this solicitation to the responsive, responsible offeror whose offer best meets FAA requirements as specified and offers the best value to the FAA based on fair and reasonable price.

BUSINESS DECLARATION

- 1 Name of Firm: _____ Tax Identification No.: _____
- 2 Address of Firm: _____ DUNS No.: _____
- 3 a. Telephone Number of Firm: _____ b. Fax Number of Firm: _____
- 4 a. Name of Person Making Declaration _____
- b. Telephone Number of Person Making Declaration _____
- c. Position Held in the Company _____
- 5 Controlling Interest in Company (*"X" all appropriate boxes*)
- ☐ a. Black American ☐ b. Hispanic American ☐ c. Native American ☐ d. Asian American
- ☐ e. Other Minority (*Specify*) _____ ☐ f. Other (*Specify*) _____
- ☐ g. Female ☐ h. Male ☐ i. 8(a) Certified (*Certification letter attached*) ☐ j. Service Disabled Veteran Small Business
- 6 Is the person identified in Number 4 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions?
- ☐ a. Yes ☐ b. No (*If "NO," provide the name and telephone number of the person who has this authority.*) _____
- 7 Nature of Business (*Specify all services/products (NAIC)*) _____
- 8 (a) Years the firm has been in business _____ (b) No. of Employees _____
- 9 Type of Ownership: ☐ a. Sole Ownership ☐ b. Partnership
- ☐ c. Other (Explain) _____
10. Gross receipts of the firm for the last three years:
- | | |
|-------------------------|---------------------------|
| a.1. Year Ending: _____ | b.1. Gross Receipts _____ |
| a.2. Year Ending: _____ | b.2. Gross Receipts _____ |
| a.3. Year Ending: _____ | b.3. Gross Receipts _____ |
11. Is the firm a small business? ☐ a. Yes ☐ b. No
12. Is the firm a service disabled veteran owned small business? ☐ a. Yes ☐ b. No
13. Is the firm a socially and economically disadvantaged small business? ☐ a. Yes ☐ b. No

I DECLARE THAT THE FOREGOING STATEMENTS CONCERNING _____

ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. I AM AWARE THAT I AM SUBJECT TO CRIMINAL PROSECUTION UNDER THE PROVISIONS OF 18 USCS 1001.

14. a. Signature _____ b. Date: _____

c. Typed Name _____ d. Title: _____

**STATEMENT OF WORK
FUEL DELIVERY SERVICE
KING SALMON FACILITIES AND LIVING QUARTERS
FY-13**

Contractor is to deliver Government owned fuel oil by tank truck with hose into above ground top loading 500 and 1000 gallon tanks to King Salmon facility buildings and living quarters on a **“call-as-needed”** basis.

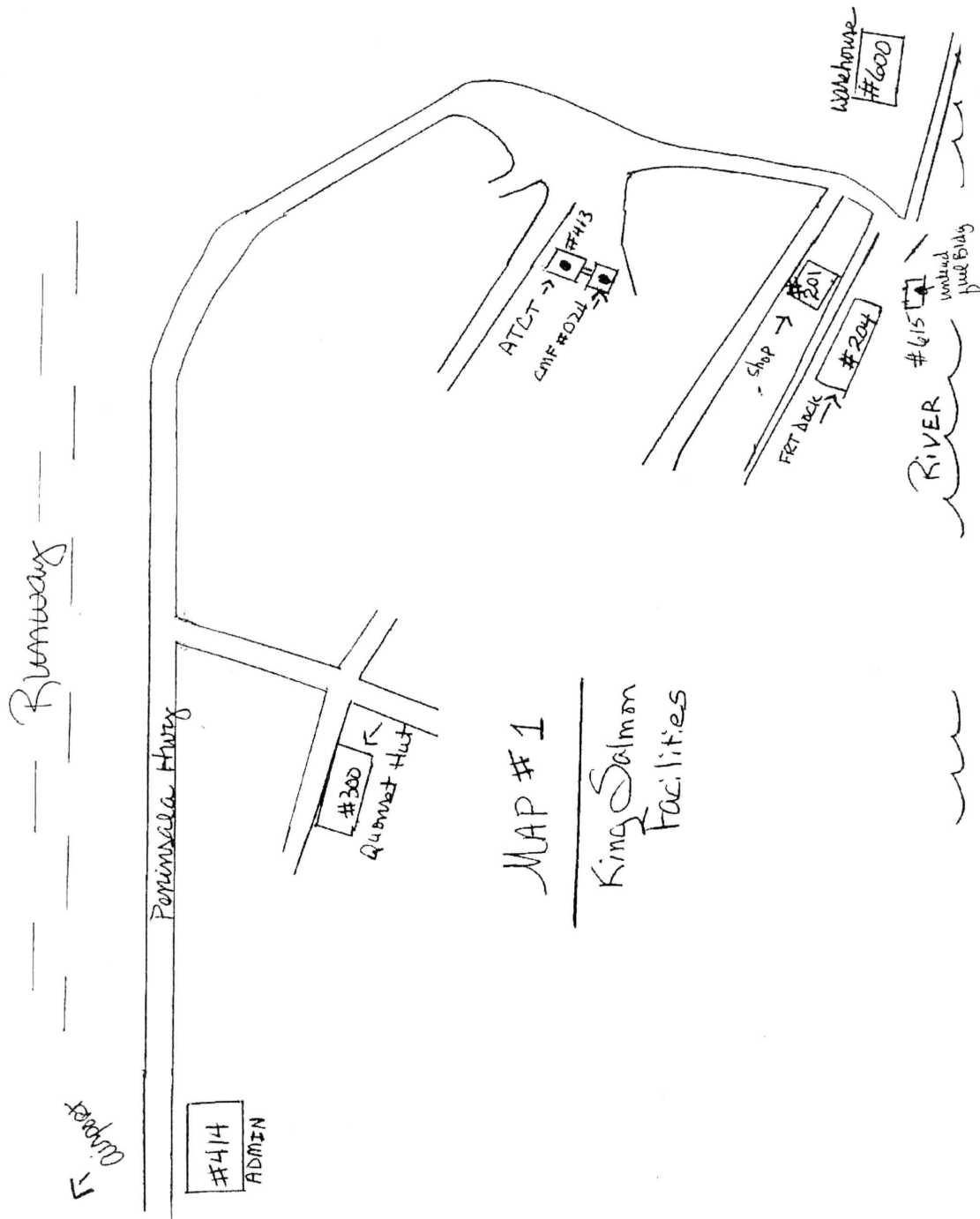
Contract to provide all equipment and labor to provide services requested. Contractor shall be escorted by FAA personnel at all times. Invoices to be submitted within 5 working days with the amount, type of fuel, contract number, location delivered to, and date.

COR: Sherry McCown
FAA, NAS Logistics – North
301 E. 56th Ave
Anchorage, AK 99518
sherry.mccown@faa.gov
(907) 271-3306 fax
(907) 271-6772 phn

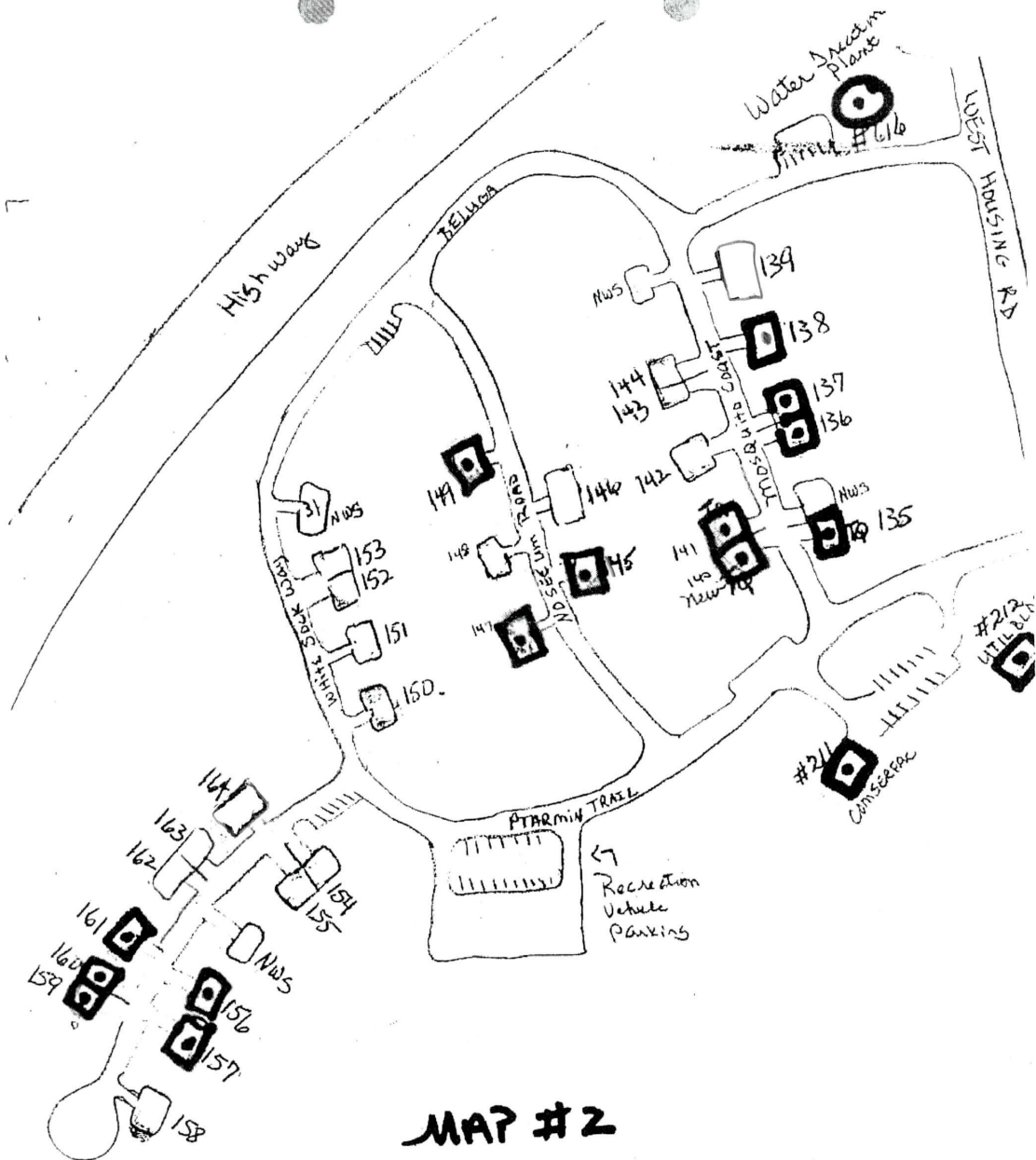
ANCSSC POC: Randy Swartz, Manager
(907) 246-6211

Delivery Locations

<u>Facility Bldgs</u>	<u>Housing Area</u>
1/500 Gallon Tank FSS Bldg., #414	1/990 Gallon Tank COMSERFAC Bldg.
1/990 Gallon Tank CMF & Tower Bldg., #024	1/990 Gallon Tank Water Treatment Plant, #616
1/500 Gallon Tank Shop, #600	1/500 Gallon Tank Utility Bldg, #212
1/500 Gallon Tank Shop Bldg., #201	
1/500 Gallon Tank Freight Dock, #204	1/500 Gallon Tank House #135
1/500 Gallon Tank QUONSET Hut, #300	1/500 Gallon Tank House #136 and 137 (duplex)
	1/500 Gallon Tank House #138
	1/500 Gallon Tank House #140 and 141 (duplex)
	1/500 Gallon Tank House #145
	1/500 Gallon Tank House #147
	1/500 Gallon Tank House #149
	1/500 Gallon Tank House #156
	1/500 Gallon Tank House #157
	1/500 Gallon Tank House #159 and 160 (duplex)
	1/500 Gallon Tank House #161



29



MAP #2
King Salmon Housing

WD 05-2017 (Rev.-16) was first posted on www.wdol.gov on 06/19/2012

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Wage Determination No.: 2005-2017
Diane C. Koplewski Division of | Revision No.: 16
Director Wage Determinations | Date Of Revision: 06/13/2012

State: Alaska
Area: Alaska Statewide

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE FOOTNOTE RATE

01000 - Administrative Support And Clerical Occupations
01011 - Accounting Clerk I 15.33
01012 - Accounting Clerk II 18.76
01013 - Accounting Clerk III 20.98
01020 - Administrative Assistant 23.34
01040 - Court Reporter 18.84
01051 - Data Entry Operator I 14.86
01052 - Data Entry Operator II 17.86
01060 - Dispatcher, Motor Vehicle 20.25
01070 - Document Preparation Clerk 15.39
01090 - Duplicating Machine Operator 14.72
01111 - General Clerk I 15.59
01112 - General Clerk II 17.01
01113 - General Clerk III 19.09
01120 - Housing Referral Assistant 21.01
01141 - Messenger Courier 15.60
01191 - Order Clerk I 15.45
01192 - Order Clerk II 16.86
01261 - Personnel Assistant (Employment) I 19.07
01262 - Personnel Assistant (Employment) II 21.33
01263 - Personnel Assistant (Employment) III 23.79
01270 - Production Control Clerk 22.59
01280 - Receptionist 14.09
01290 - Rental Clerk 16.84
01300 - Scheduler, Maintenance 16.84
01311 - Secretary I 16.84
01312 - Secretary II 18.84
01313 - Secretary III 21.01
01320 - Service Order Dispatcher 16.48
01410 - Supply Technician 23.34
01420 - Survey Worker 18.78
01531 - Travel Clerk I 15.21
01532 - Travel Clerk II 16.80
01533 - Travel Clerk III 18.57
01611 - Word Processor I 16.18
01612 - Word Processor II 18.16
01613 - Word Processor III 20.31
05000 - Automotive Service Occupations
05005 - Automobile Body Repairer, Fiberglass 27.64
05010 - Automotive Electrician 23.64
05040 - Automotive Glass Installer 21.87
05070 - Automotive Worker 21.87
05110 - Mobile Equipment Servicer 19.62
05130 - Motor Equipment Metal Mechanic 23.96
05160 - Motor Equipment Metal Worker 21.87
05190 - Motor Vehicle Mechanic 23.96
05220 - Motor Vehicle Mechanic Helper 18.53
05250 - Motor Vehicle Upholstery Worker 21.87
05280 - Motor Vehicle Wrecker 21.87
05310 - Painter, Automotive 22.86
05340 - Radiator Repair Specialist 21.87
05370 - Tire Repairer 17.78

05400 - Transmission Repair Specialist 23.96
07000 - Food Preparation And Service Occupations
07010 - Baker 16.67
07041 - Cook I 15.17
07042 - Cook II 17.46
07070 - Dishwasher 10.99
07130 - Food Service Worker 13.46
07210 - Meat Cutter 18.87
07260 - Waiter/Waitress 11.91
09000 - Furniture Maintenance And Repair Occupations
09010 - Electrostatic Spray Painter 25.94
09040 - Furniture Handler 17.36
09080 - Furniture Refinisher 25.94
09090 - Furniture Refinisher Helper 19.58
09110 - Furniture Repairer, Minor 22.74
09130 - Upholsterer 25.94
11000 - General Services And Support Occupations
11030 - Cleaner, Vehicles 11.68
11060 - Elevator Operator 11.68
11090 - Gardener 17.52
11122 - Housekeeping Aide 14.15
11150 - Janitor 14.15
11210 - Laborer, Grounds Maintenance 14.59
11240 - Maid or Houseman 10.96
11260 - Pruner 13.18
11270 - Tractor Operator 16.53
11330 - Trail Maintenance Worker 14.59
11360 - Window Cleaner 15.67
12000 - Health Occupations
12010 - Ambulance Driver 22.66
12011 - Breath Alcohol Technician 20.48
12012 - Certified Occupational Therapist Assistant 22.50
12015 - Certified Physical Therapist Assistant 21.90
12020 - Dental Assistant 20.32
12025 - Dental Hygienist 44.92
12030 - EKG Technician 29.90
12035 - Electroneurodiagnostic Technologist 29.90
12040 - Emergency Medical Technician 22.66
12071 - Licensed Practical Nurse I 18.31
12072 - Licensed Practical Nurse II 20.48
12073 - Licensed Practical Nurse III 22.84
12100 - Medical Assistant 17.49
12130 - Medical Laboratory Technician 21.01
12160 - Medical Record Clerk 16.04
12190 - Medical Record Technician 17.94
12195 - Medical Transcriptionist 20.41
12210 - Nuclear Medicine Technologist 43.70
12221 - Nursing Assistant I 13.27
12222 - Nursing Assistant II 14.92
12223 - Nursing Assistant III 16.28
12224 - Nursing Assistant IV 18.27
12235 - Optical Dispenser 20.20
12236 - Optical Technician 18.31
12250 - Pharmacy Technician 17.55
12280 - Phlebotomist 18.27
12305 - Radiologic Technologist 29.67
12311 - Registered Nurse I 28.98
12312 - Registered Nurse II 35.45
12313 - Registered Nurse II, Specialist 35.45
12314 - Registered Nurse III 42.88
12315 - Registered Nurse III, Anesthetist 42.88
12316 - Registered Nurse IV 51.40
12317 - Scheduler (Drug and Alcohol Testing) 25.38
13000 - Information And Arts Occupations
13011 - Exhibits Specialist I 21.09
13012 - Exhibits Specialist II 25.29
13013 - Exhibits Specialist III 30.90
13041 - Illustrator I 21.09
13042 - Illustrator II 25.29
13043 - Illustrator III 30.90
13047 - Librarian 25.66

13050 - Library Aide/Clerk 15.59
13054 - Library Information Technology Systems Administrator 23.84
13058 - Library Technician 19.63
13061 - Media Specialist I 16.71
13062 - Media Specialist II 18.70
13063 - Media Specialist III 20.85
13071 - Photographer I 19.50
13072 - Photographer II 23.82
13073 - Photographer III 27.01
13074 - Photographer IV 33.05
13075 - Photographer V 35.10
13110 - Video Teleconference Technician 18.43
14000 - Information Technology Occupations
14041 - Computer Operator I 17.09
14042 - Computer Operator II 19.12
14043 - Computer Operator III 24.42
14044 - Computer Operator IV 25.98
14045 - Computer Operator V 27.62
14071 - Computer Programmer I (see 1)
14072 - Computer Programmer II (see 1)
14073 - Computer Programmer III (see 1)
14074 - Computer Programmer IV (see 1)
14101 - Computer Systems Analyst I (see 1)
14102 - Computer Systems Analyst II (see 1)
14103 - Computer Systems Analyst III (see 1)
14150 - Peripheral Equipment Operator 18.34
14160 - Personal Computer Support Technician 27.62
15000 - Instructional Occupations
15010 - Aircrew Training Devices Instructor (Non-Rated) 34.09
15020 - Aircrew Training Devices Instructor (Rated) 41.24
15030 - Air Crew Training Devices Instructor (Pilot) 49.42
15050 - Computer Based Training Specialist / Instructor 34.09
15060 - Educational Technologist 25.26
15070 - Flight Instructor (Pilot) 44.47
15080 - Graphic Artist 25.25
15090 - Technical Instructor 23.55
15095 - Technical Instructor/Course Developer 28.83
15110 - Test Proctor 19.12
15120 - Tutor 19.12
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations
16010 - Assembler 11.14
16030 - Counter Attendant 11.14
16040 - Dry Cleaner 14.19
16070 - Finisher, Flatwork, Machine 11.14
16090 - Presser, Hand 11.14
16110 - Presser, Machine, Drycleaning 11.14
16130 - Presser, Machine, Shirts 11.14
16160 - Presser, Machine, Wearing Apparel, Laundry 11.14
16190 - Sewing Machine Operator 15.20
16220 - Tailor 16.24
16250 - Washer, Machine 12.16
19000 - Machine Tool Operation And Repair Occupations
19010 - Machine-Tool Operator (Tool Room) 26.22
19040 - Tool And Die Maker 32.66
21000 - Materials Handling And Packing Occupations
21020 - Forklift Operator 19.56
21030 - Material Coordinator 22.59
21040 - Material Expediter 22.59
21050 - Material Handling Laborer 17.01
21071 - Order Filler 15.49
21080 - Production Line Worker (Food Processing) 19.56
21110 - Shipping Packer 17.80
21130 - Shipping/Receiving Clerk 17.80
21140 - Store Worker I 14.56
21150 - Stock Clerk 19.82
21210 - Tools And Parts Attendant 19.56
21410 - Warehouse Specialist 19.56
23000 - Mechanics And Maintenance And Repair Occupations
23010 - Aerospace Structural Welder 29.25
23021 - Aircraft Mechanic I 27.66

23022 - Aircraft Mechanic II 29.25
23023 - Aircraft Mechanic III 30.86
23040 - Aircraft Mechanic Helper 21.69
23050 - Aircraft, Painter 27.45
23060 - Aircraft Servicer 24.23
23080 - Aircraft Worker 25.48
23110 - Appliance Mechanic 24.68
23120 - Bicycle Repairer 19.56
23125 - Cable Splicer 32.26
23130 - Carpenter, Maintenance 27.35
23140 - Carpet Layer 24.62
23160 - Electrician, Maintenance 33.25
23181 - Electronics Technician Maintenance I 28.23
23182 - Electronics Technician Maintenance II 33.62
23183 - Electronics Technician Maintenance III 35.69
23260 - Fabric Worker 23.00
23290 - Fire Alarm System Mechanic 25.71
23310 - Fire Extinguisher Repairer 21.40
23311 - Fuel Distribution System Mechanic 28.42
23312 - Fuel Distribution System Operator 24.75
23370 - General Maintenance Worker 21.71
23380 - Ground Support Equipment Mechanic 27.66
23381 - Ground Support Equipment Servicer 24.23
23382 - Ground Support Equipment Worker 25.48
23391 - Gunsmith I 21.40
23392 - Gunsmith II 24.62
23393 - Gunsmith III 27.84
23410 - Heating, Ventilation And Air-Conditioning 26.32 Mechanic
23411 - Heating, Ventilation And Air Contditioning 28.62 Mechanic (Research Facility)
23430 - Heavy Equipment Mechanic 30.13
23440 - Heavy Equipment Operator 29.79
23460 - Instrument Mechanic 27.68
23465 - Laboratory/Shelter Mechanic 26.22
23470 - Laborer 17.01
23510 - Locksmith 25.45
23530 - Machinery Maintenance Mechanic 27.44
23550 - Machinist, Maintenance 27.84
23580 - Maintenance Trades Helper 19.42
23591 - Metrology Technician I 27.68
23592 - Metrology Technician II 29.27
23593 - Metrology Technician III 30.88
23640 - Millwright 27.84
23710 - Office Appliance Repairer 23.24
23760 - Painter, Maintenance 24.94
23790 - Pipefitter, Maintenance 32.26
23810 - Plumber, Maintenance 30.80
23820 - Pneudraulic Systems Mechanic 27.84
23850 - Rigger 27.84
23870 - Scale Mechanic 24.62
23890 - Sheet-Metal Worker, Maintenance 27.48
23910 - Small Engine Mechanic 24.62
23931 - Telecommunications Mechanic I 26.79
23932 - Telecommunications Mechanic II 30.61
23950 - Telephone Lineman 28.61
23960 - Welder, Combination, Maintenance 25.93
23965 - Well Driller 27.05
23970 - Woodcraft Worker 27.84
23980 - Woodworker 21.40
24000 - Personal Needs Occupations
24570 - Child Care Attendant 12.47
24580 - Child Care Center Clerk 15.54
24610 - Chore Aide 14.06
24620 - Family Readiness And Support Services 16.21 Coordinator
24630 - Homemaker 18.94
25000 - Plant And System Operations Occupations
25010 - Boiler Tender 29.26
25040 - Sewage Plant Operator 28.70
25070 - Stationary Engineer 29.26
25190 - Ventilation Equipment Tender 21.66
25210 - Water Treatment Plant Operator 28.70

27000 - Protective Service Occupations
27004 - Alarm Monitor 19.71
27007 - Baggage Inspector 15.91
27008 - Corrections Officer 27.17
27010 - Court Security Officer 26.28
27030 - Detection Dog Handler 18.14
27040 - Detention Officer 27.17
27070 - Firefighter 22.46
27101 - Guard I 15.91
27102 - Guard II 18.14
27131 - Police Officer I 31.05
27132 - Police Officer II 34.50
28000 - Recreation Occupations
28041 - Carnival Equipment Operator 14.59
28042 - Carnival Equipment Repairer 15.47
28043 - Carnival Equipment Worker 11.99
28210 - Gate Attendant/Gate Tender 14.96
28310 - Lifeguard 12.47
28350 - Park Attendant (Aide) 17.23
28510 - Recreation Aide/Health Facility Attendant 12.21
28515 - Recreation Specialist 26.20
28630 - Sports Official 13.72
28690 - Swimming Pool Operator 21.90
29000 - Stevedoring/Longshoremen Occupational Services
29010 - Blocker And Bracer 24.62
29020 - Hatch Tender 24.62
29030 - Line Handler 24.62
29041 - Stevedore I 27.49
29042 - Stevedore II 30.43
30000 - Technical Occupations
30010 - Air Traffic Control Specialist, Center (HFO) (see 2) 35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2) 24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2) 27.16
30021 - Archeological Technician I 21.46
30022 - Archeological Technician II 24.90
30023 - Archeological Technician III 29.46
30030 - Cartographic Technician 31.78
30040 - Civil Engineering Technician 29.63
30061 - Drafter/CAD Operator I 23.41
30062 - Drafter/CAD Operator II 27.28
30063 - Drafter/CAD Operator III 29.19
30064 - Drafter/CAD Operator IV 34.79
30081 - Engineering Technician I 22.72
30082 - Engineering Technician II 26.56
30083 - Engineering Technician III 29.74
30084 - Engineering Technician IV 33.02
30085 - Engineering Technician V 38.08
30086 - Engineering Technician VI 45.77
30090 - Environmental Technician 22.13
30210 - Laboratory Technician 26.61
30240 - Mathematical Technician 32.95
30361 - Paralegal/Legal Assistant I 21.93
30362 - Paralegal/Legal Assistant II 27.15
30363 - Paralegal/Legal Assistant III 33.22
30364 - Paralegal/Legal Assistant IV 40.20
30390 - Photo-Optics Technician 32.95
30461 - Technical Writer I 20.22
30462 - Technical Writer II 24.72
30463 - Technical Writer III 33.98
30491 - Unexploded Ordnance (UXO) Technician I 22.74
30492 - Unexploded Ordnance (UXO) Technician II 27.51
30493 - Unexploded Ordnance (UXO) Technician III 32.97
30494 - Unexploded (UXO) Safety Escort 22.74
30495 - Unexploded (UXO) Sweep Personnel 22.74
30620 - Weather Observer, Combined Upper Air Or (see 2) 29.19
Surface Programs
30621 - Weather Observer, Senior (see 2) 32.42
31000 - Transportation/Mobile Equipment Operation Occupations
31020 - Bus Aide 12.71
31030 - Bus Driver 19.13
31043 - Driver Courier 17.79

31260 - Parking and Lot Attendant 13.19
31290 - Shuttle Bus Driver 17.89
31310 - Taxi Driver 15.74
31361 - Truckdriver, Light 17.89
31362 - Truckdriver, Medium 19.85
31363 - Truckdriver, Heavy 22.18
31364 - Truckdriver, Tractor-Trailer 22.18
99000 - Miscellaneous Occupations
99030 - Cashier 12.27
99050 - Desk Clerk 14.09
99095 - Embalmer 22.74
99251 - Laboratory Animal Caretaker I 12.34
99252 - Laboratory Animal Caretaker II 20.92
99310 - Mortician 22.74
99410 - Pest Controller 22.53
99510 - Photofinishing Worker 11.95
99710 - Recycling Laborer 25.38
99711 - Recycling Specialist 30.29
99730 - Refuse Collector 22.92
99810 - Sales Clerk 13.82
99820 - School Crossing Guard 16.32
99830 - Survey Party Chief 26.44
99831 - Surveying Aide 17.60
99832 - Surveying Technician 24.04
99840 - Vending Machine Attendant 17.01
99841 - Vending Machine Repairer 19.91
99842 - Vending Machine Repairer Helper 17.01

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.71 per hour or \$148.40 per week or \$643.07 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs. The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}

When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.